

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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TRAVELERS CASUALTY AND SURETY
COMPANY as Administrator for
RELIANCE INSURANCE COMPANY,

07 Civ. 6915 (DLC)
ECF CASE

Plaintiff,

against -

THE DORMITORY AUTHORITY OF
THE STATE OF NEW YORK, TDX
CONSTRUCTION CORP., and KOHN,
PEDERSON, FOX & ASSOCIATES, P.C.,

Defendants.

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DORMITORY AUTHORITY OF THE STATE OF
NEW YORK,

Third-Party Plaintiff,

- against -

TRATAROS CONSTRUCTION, INC. and
TRAVELERS CASUALTY SURETY COMPANY,

Third-Party Defendants.

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TRATAROS CONSTRUCTION, INC. and
TRAVELERS CASUALTY AND SURETY
COMPANY,

Fourth-Party Plaintiffs,

- against -

CAROLINA CASUALTY INSURANCE COMPANY,
et al.

Fourth-Party Defendants.

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KOHN PEDERSON FOX ASSOCIATES, P.C.

Third-Party Plaintiff,

**ANSWER OF WEIDLINGER
ASSOCIATES CONSULTING
ENGINEERS P.C. TO
COSENTINI ASSOCIATES
INC.'S CROSS-CLAIM**

- against -

WEIDLINGER ASSOCIATES CONSULTING
ENGINEERS, P.C., CASTRO-BLANCO
PISCIONERI AND ASSOCIATES, ARCHITECTS,
P.C., ARQUITECTONICA NEW YORK,
P.C., COSENTINI ASSOCIATES, INC.,
CERMAK, PETERKA PETERSEN, INC. JORDAN
PANEL SYSTEMS CORP., TRATAROS
CONSTRUCTION, INC. and LBL SKYSYSTEMS
(U.S.A.), INC.,

Third-Party Defendants.

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Defendant, Weidlinger Associates Consulting Engineers,
P.C. ("Weidlinger") by their attorneys, Gogick, Byrne & O'Neill,
LLP, as and for its Reply to the Cross-Claim of Third-Party
Defendant Cosentini Associates, Inc., respectfully alleges and
says as follows:

1. Denies the truth of each and every allegation contained in
paragraphs "46" and "47" of the Cross-Claim.

AS AND FOR AN ANSWER TO FIRST AFFIRMATIVE DEFENSE

2. The Court lacks subject matter jurisdiction over this
controversy.

AS AND FOR AN ANSWER TO SECOND AFFIRMATIVE DEFENSE

3. The Cross-Claims fail to state a cause of action
against Weidlinger upon which relief may be granted.

AS AND FOR AN ANSWER TO THIRD AFFIRMATIVE DEFENSE

4. The Cross-Claim against Weidlinger is barred by
waiver, payment and release.

AS AND FOR AN ANSWER TO FOURTH AFFIRMATIVE DEFENSE

5. Cosentini is estopped from bringing the Cross-Claim against Weidlinger.

AS AND FOR AN ANSWER TO FIFTH AFFIRMATIVE DEFENSE

6. Whatever changes Cosentini may have sustained as alleged in the Cross-Claim against Weidlinger, all of which are denied by Weidlinger, were caused in whole or in part by the culpable conduct of Cosentini and/or others for whose acts, omissions and/or conduct Cosentini is responsible. The amount of damages recovered, if any, shall therefore be diminished in the proportion which the culpable conduct attributable to Cosentini bears to the culpable conduct which caused these alleged damages.

AS AND FOR AN ANSWER TO SIXTH AFFIRMATIVE DEFENSE

7. The damages alleged in the Cross-Claim against Weidlinger were caused by the culpable conduct of some third person or persons over whom Weidlinger neither had nor exercised control.

AS AND FOR AN ANSWER TO SEVENTH AFFIRMATIVE DEFENSE

8. The claims alleged in the Cross-Claim against Weidlinger are barred by the doctrines of waiver and/or laches.

AS AND FOR AN ANSWER TO EIGHTH AFFIRMATIVE DEFENSE

9. Weidlinger incorporates by reference each and every of the Affirmative Defenses set forth in its Answer to the Third-

Party Plaintiff's Complaint and realleges same as though fully set forth herein.

AS AND FOR AN ANSWER TO NINTH AFFIRMATIVE DEFENSE

10. Cosentini's Cross-Claim for contribution is barred since the damages alleged are for economic loss.

AS AND FOR AN ANSWER TO TENTH AFFIRMATIVE DEFENSE

11. Cosentini's Cross-Claim for indemnification must be dismissed because Cosentini is being sued for its active wrongdoing.

AS AND FOR AN ANSWER TO ELEVENTH AFFIRMATIVE DEFENSE

Weidlinger reserves the right to rely upon any and all additional defenses which may be disclosed during discovery in this action.

WHEREFORE, Weidlinger demands judgment,

- (a) Dismissing the Cross-Claim in its entirety;
- (b) Awarding Weidlinger all attorneys' fees, disbursements and costs incurred in defending this Cross-Claim; and
- (c) Granting such other and further relief as to this Court seems just and proper.

Dated: New York, New York
April 9, 2008

GOGICK, BYRNE & O'NEILL, LLP
Attorneys for Third-Party
Defendants, Weidlinger
Associates Consulting

Engineers, P.C.

By: /s/Stephen P. Schreckinger
Stephen P. Schreckinger (4448-SPS)
11 Broadway, Suite 1560
New York, New York 10004-1314
(212) 422-9424

TO:

DREIFUSS, BONACCI & PARKER, LLP

26 Columbia Turnpike, North Entrance
Florham Park, NJ 17932
(973) 514-1414
Attorneys for Plaintiff TRAVELERS CASUALTY
AND SURETY COMPANY and 3rd-Party Defendant/4th-Party
Plaintiff TRATAROS CONSTRUCTION, INC.

ZETLIN & DECHIARA, LLP

801 Second Avenue
New York, NY 10017
(212) 682-6800
Attorneys for Defendant 3rd-Party Plaintiff
KOHN PEDERSEN FOX ASSOCIATES, P.C.

HOLLAND & KNIGHT, LLP

195 Broadway
New York, NY 1007
(212) 513-3484
Attorneys for Defendant/3rd Party Plaintiff
THE DORMITORY AUTHORITY OF THE STATE OF NEW YORK
and TDX CONSTRUCTION CORP.

TORRE, LENTZ, GAMMELL, GARY & RITTMASER, LLP

100 Jericho Quadrangle, Suite 309
Jericho, NY 11753
(516) 240-8900
Attorneys for 4th-Party Defendant CAROLINA
CASUALTY INSURANCE COMPANY

THELEN REID BROWN RAYSMAN & STEINER LLP

875 Third Avenue
New York, NY 10022
(212) 603-6756
Attorneys for 3rd -Party Defendant LBL
SKYSYSTEMS (U.S.A.) INC.

THE O'BRYAN LAW CENTER

401 South Woodward, Suite 320
Birmingham, MI 48009
(248) 258-6262
Attorneys for 4th-Party Defendant BARTEC
INDUSTRIES, INC.

GOLDBERG SEGALLA, LLP

170 Hamilton Avenue
White Plains, NY 10601
(914) 798-5470
Attorneys for 4th-Party Defendant DAYTON
SUPERIOR SPECIALTY CHEMICAL CORP.

O'CONNOR & GOLDER, LLP

16 Rose Drive
Saylorsburg, PA 18353
(570) 619-4191
Attorneys for 3rd-Party Defendant JORDAN
PANEL SYSTEMS CORP.

MOUND, COTTON, WOLLAN & GREENGRAS

One Battery Park Plaza, 9th Floor
New York, NY 10004
(212) 804-4200
Attorneys for 4th-Party Defendant ALLIED
WORLD ASSURANCE CO.

TOMPKINS, McGUIRE, WACHENFELD & BARRY, LLP

4 Gateway Center, 100 Mulberry Street
Newark, NJ 07012
(973) 622-3000
Attorneys for 4th-party Defendant KEMPER
INSURANCE CO.

CARROLL, McNULTY & KULL

570 Lexington Avenue, 10th Floor
New York, NY 10022
(212) 252-0004
Attorneys for 4th-Party Defendant UNITED STATES
FIRE INSURANCE CO.

SEGAL, McCAMBRIDGE, SINGER & MAHONEY

830 Third Avenue, 4t Floor
New York, NY 10022
(212) 651-7500
Attorneys for 4th-Party Defendant SPECIALTY

CONSTRUCTION BRANDS, INC.

GENNET, KALLMANN, ANTIN & ROBINSON, P.C.

45 Broadway Atrium
New York, NY 10006
(212) 406-1919
Attorneys for 4th-Party Defendant GREAT AMERICAN
INSURANCE CO.

MELITO & ADOLFSEN, P.C.

233 Broadway
New York, New York 10279
Attorneys for 4th-Party Defendant ZURICH AMERICAN
INSURANCE CO.

GREEN & LAVELLE

110 William Street, 18th Floor
New York, NY 10038
(212) 266-5880
Attorney for 4th-Party Defendant NATIONAL UNION
FIRE INSURANCE CO.

**MORGAN, MELHUISH, MONAGHAN, ARVIDSON,
ABRUNTYN & LISOWSKI**

39 Broadway, 35th Floor
New York, NY 10006
(212) 735-8600
Attorneys for 4th-Party Defendant OHIO CASUALTY
INSURANCE CO.

RIKER, DANZIG, SCHERER, HYLAND & PERRETTI, LLP

One Speedwell Avenue, P.O. Box 1981
Morristown, NJ 07962
(973) 451-8447
Attorneys for 4th-Party Defendant HARLEYSVILLE
MUTUAL INSURANCE CO.